



November 18, 2020

Johan Jongsma

Attention: Johan Jongsma
Reference: 851 Brightwaters Blvd NE, St. Petersburg, FL

Sir,

Pursuant to our conversations, we have developed a proposal for the above referenced project.

Project Description:

Single-family Residential Building addition/renovation and Pool house. Addition and renovation. CMU and wood framed Bearing walls, pre-engineered wood floor and roof trusses. Note we require the client conduct a geotechnical investigation to verify the existing site soil conditions. Design for 150 mph (wind borne debris region), enclosed structure, wind exposure D. Based on scope of work scope on drawings dated on 11/8/2020. PLEASE NOTE THAT THERE ARE HIDDEN CONDITIONS THAT AREN'T VISIBLE PRIOR TO DEMOLITION. WE MAKE EDUCATED ASSUMPTIONS ON HOW THE STRUCTURE WAS CONSTRUCTED BUT DON'T KNOW WHAT WAS ACTUALLY CONSTRUCTED UNTIL DEMO HAS BEEN COMPLETE AND ANY HIDDEN CONDITIONS ARE VISIBLE. PLEASE NOTE THAT THE SCOPE OF WORK MAY CHANGE ONCE INVESTIGATIONS AND DEMO HAVE OCCURRED. THERE MAY BE EXTRA COSTS ASSOCIATED WITH THESE NEEDED REVISIONS. WE ARE NOT RESPONSIBLE FOR THESE ADDITIONAL COSTS. THERE MAY BE ADDITIONAL ENGINEERING FEES FOR NEEDED PLAN REVISIONS AND SITE VISITS. PLEASE NOTE THESE EXTRA COSTS MAY REDUCE OR ALTER SCOPE OF WORK ALLOWED DUE TO THE 50% FEMA FLOOD RULES. PLEASE CONTACT US IF YOU HAVE ANY QUESTIONS.

Client's Responsibility

- Client/Architect to provide DWG files for Engineer to develop structural drawings. Plans to include floor plans, roof layouts, elevations, and sections.
- Client/Architect to provide geotechnical report with foundation recommendations for review.
- Client is responsible for all site issues and variances required. Client to verify structure complies with setbacks and height requirements of City of St. Petersburg.
- Client to provide all shipping and printing required.

Engineer's Responsibility

- Engineer to develop structural plans to satisfy current Florida Building Code.
- Engineer to provide standard structural sheet details per plan.
- Engineer is not responsible to review architectural, site, mechanical, electrical, and HVAC.
- Engineer is not responsible for flashing design.
- Engineer is not responsible for the design of swimming pool, spa, fountains or other non building elements.
- Stairs and railing designed by others. Outside scope of work
- No Inspections are included in the scope of work.
- Engineer to sign and seal 4 sets of construction documents for use in permitting and construction.
- Engineer's sign and seal documents are valid for construction for 12 months (or until new building codes).
- No construction administration (RFI review, Shop drawing review, on-site inspections, etc...)

Structural Drawings –	\$4500
Construction Admin. (shop drawing review, inspections, field issues, etc.) if required	\$150/hr
Inspections (if required during construction)	\$350/inspection
Payment Schedule: \$2000 due at start, Remainder due @ sign/seal of drawings.	
Construction Administration and site visits to be billed monthly and payment due within 30 days.	

This fee does not include any work subsequent to the initial plan submission. All work done to address client changes, as-built issues or construction administration shall be done on an hourly basis, billed at \$125 / hour. Please note any legal work resulting from this assessment (ie...expert testimony, depositions, legal preparations) will be billed at \$250 / hour. The Terms and Conditions and the initials required on the next page of this proposal are a part of this agreement.

Terms and Conditions

Advanced Structural Consulting, Inc. shall perform the services outlined in this agreement for the stated fee agreement.

Access to Site:

Unless otherwise stated, Advanced Structural Consulting, Inc. will have access to the site for activities necessary for the performance of the services; Advanced Structural Consulting, Inc. will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

Fee:

The total fee, except stated lump sum, shall be understood to be an estimate, based upon Scope of Services, and shall not be exceeded by more than 10%, without written approval of the Client. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered.

Billing/Payments:

Invoices will be submitted monthly for services and reimbursable expenses and are due when rendered. Invoice shall be considered PAST DUE if not paid within 35 days after the invoice date and Advanced Structural Consulting, Inc. may without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice. A service charge will be charged at 1.5% (or legal rate) per month on the unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay cost of collection, including reasonable attorney's fees.

Indemnifications:

The Client shall indemnify and hold harmless Advanced Structural Consulting, Inc. and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claims, damages, loss or expense is caused in whole or in part by the negligent act of omission, and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except Advanced Structural Consulting, Inc.) or anyone for whose acts any of them may be liable.

Hidden Conditions:

A structural condition is hidden if concealed by existing finishes or is not capable of investigation by reasonable visual observation. If Advanced Structural Consulting, Inc. has reason to believe that such a condition may exist, the Client shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the Client fails to authorize such investigation or correction after due notification, or (2) Advanced Structural Consulting, Inc. has no reason to believe that such condition exists, the Client is responsible for all risks associated with this condition, and Advanced Structural Consulting, Inc. shall not be responsible for the existing condition nor any resulting damages to persons or property.

Risk Allocations:

In recognition of the relative risks, rewards and benefits of the project to both the Client and Advanced Structural Consulting, Inc., the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, Advanced Structural Consulting, Inc. total liability to the Client, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement, from any cause or causes, shall not exceed the total amount of \$50,000. Such causes, include, but are not limited to Advanced Structural Consulting, Inc. negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Termination of Services:

This agreement may be terminated upon 10 days written notice by either party should the other party fail to perform his obligations hereunder. In the event of termination, the Client shall pay Advanced Structural Consulting, Inc. for all services rendered to the date of termination, all reimbursable expenses and reimbursable termination expenses.

Ownership of Documents:

All documents produced by Advanced Structural Consulting, Inc. under this agreement shall remain the property of Advanced Structural Consulting, Inc. and may not be used by this Client for any other endeavor without the written consent of Advanced Structural Consulting, Inc.

Applicable Law:

Unless otherwise specified, this agreement shall be governed by the laws of the principal place of business of Advanced Structural Consulting, Inc.

We accept the terms of this proposal.

Johan Jongsma – 851 Brightwaters Blvd NE

Offered by:



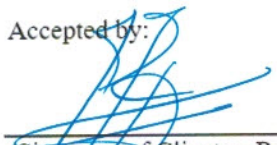
11/18/2020

Mike Borremans, PE

Date

Advanced Structural Consulting, Inc.

Accepted by:



11/19/2020

(Signature of Client or Representative)

(Date of Acceptance)

Johan Jongsma
(Printed Name of Client or Representative)

(Company Name)